

BEFORE THE FEDERAL MARITIME COMMISSION

87 AUG 31 12:39 COASTAL & OVERSEAS SHIPPING, INC.

and

MID-ATLANTIC SHIPPING AND STEVEDORING, INC.,

Complainants

v.

THE CITY OF SALEM MUNICIPAL PORT AUTHORITY,

Respondent

No. 87-3

SETTLEMENT AND RELEASE OF CLAIMS

WHEREAS, on February 13, 1987, Mid-Atlantic Shipping and Stevedoring, Inc. ("Mid-Atlantic"), a New Jersey corporation located at 128 Tilbury Road, Salem, New Jersey, a ship agency and stevedore, filed a Complaint with the Federal Maritime Commission against The City of Salem Municipal Port Authority ("Port Authority") in Proceeding 87-3 and alleged that the Port Authority had violated provisions of the Shipping Act of 1984, 46 U.S.C. 1709(a)(2), 1709(d)(1)-(3) and 1709(b)(11), (12) and (14) as more fully spelled out in the Complaint which is hereby incorporated by reference and prayed for double damages and other injunctive relief; and

WHEREAS, the parties Complainant Mid-Atlantic Shipping and Stevedoring, Inc. and Respondent The City of Salem Municipal Port Authority are desirous to resolve this

Complaint amicably and so terminate the instant litigation and the dispute between them; and

WHEREAS, The City of Salem Municipal Port Authority denies all liability or wrongdoing of any kind, all nonfeasance, malfeasance or misfeasance of any kind as alleged in the above Complaint and enters into this settlement agreement without any waiver of said denial.

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL PROMISES, the parties agree as follows:

I. SETTLEMENT

1. The Port of Salem will develop ground owned by the City of Salem and leased to the Port Authority as described on the diagram attached hereto as Exhibit "A", known as the "Firegrounds" (except for a 5,000 square feet section nearest to the Port's present operations), as a marine open public storage area (the "Facility").

2. The Facility will be for open, public marine storage and will be used as such for at least 5 years after it is opened. A gate will be provided for access directly from Mid-Atlantic's Barber's Basin Project to the Facility. This gate will be provided with appropriate locking devices, owned and controlled by the Port, but Mid-Atlantic shall have sole access to the Facility through this gate at all

times. Placement and size of the gate shall be at Mid-Atlantic's discretion.

3. The Port will undertake the necessary work to design the Facility, it being understood that Mid-Atlantic will provide its environmental impact statement for its adjacent facility. Mid-Atlantic's engineer will be available for consultation with the Port's consultants from time to time. The Port will notify Mid-Atlantic monthly of its efforts to obtain permits or other approvals and make documentation available for Mid-Atlantic's inspection. The Port's engineers and consultants may use all or any part of the information so provided to the extent that it is relevant to and will assist in making any of its own permit and/or approval applications.

4. The Port will act with reasonable diligence to prepare the necessary plans, undertake the design and other work and investigations, to complete all necessary or required applications for approvals, permits or other actions to implement the development and construction of the Facility as described herein. Unless prevented by conditions or circumstances beyond its reasonable control, the Port will file all applications for permits or approvals to the appropriate agencies not later than October 31, 1987.

The Port shall pursue said permits with reasonable diligence and in good faith.

5. If, after a good faith effort, a required permit is not issued, or the conditions thereof are so burdensome as to make the development and construction prohibitive or economically unfeasible, the Port shall notify Mid-Atlantic of the nature of the difficulty encountered and afford Mid-Atlantic if Mid-Atlantic so desires, the opportunity to participate, at Mid-Atlantic's own expense, before the agency involved to attempt to resolve such difficulty. If, despite any such efforts by the Port or Mid-Atlantic, such difficulty persists and cannot be remedied by a modification of the plans and specifications for the Facility that would permit it adequately to serve its intended purpose, the Port will notify Mid-Atlantic to that effect, and then the Port and Mid-Atlantic will each be relieved of any further obligation either has with respect to development of the Facility.

6. If all required permits and approvals for the construction and operation of the Facility are obtained, the Port will so notify Mid-Atlantic, which will then expend up to \$30,000 per acre for up to 2 acres, for a total of up to \$60,000, to make or have Mid-Atlantic's contractors make the improvements to the Firegrounds in accordance with the plans

and specifications for the Facility as approved in all such permits and approvals. Thereafter, the Port shall complete such improvements promptly.

7. The Port shall afford port users with the right of equal access to the Facility, based upon the Tariff (discussed below) to be developed and submitted to the Federal Maritime Commission, and, for that purpose, the plans and specifications for the Facility shall include at least one gate in addition to the gate referred to in paragraph 2 above.

8. The Port will revise its Tariff to provide for open storage on the Facility and, unless prohibited by law, will provide for volume discounts for volume users of the Facility. This Tariff revision will be in the form attached hereto as Exhibit "B".

9. The Port will also revise its Tariff to incorporate the provisions related to berthing applications, loading and unloading of vessels, and berth congestion contained in Exhibit "C" hereto.

10. Mid-Atlantic shall have an offset against storage fees contained in the Port's tariffs in the amount of \$40,000, provided that, whether used or not, such offset will terminate at the expiration of forty-two (42) months from the date the Facility is opened for use.

11. To the extent that compromise settlement of the action pending before the FMC requires approval of the Administrative Law Judge and/or the full Commission, implementation and effectiveness of this agreement will be contingent upon such review and approval.

12. If the approval of any other governmental units or agencies is required, the validity of this agreement will be contingent upon such other approvals, but the requirement for any such approval shall not extend the date set forth in paragraph 4 above.

13. Both parties shall in good faith undertake to promptly file all necessary or appropriate papers or documents to or with the Federal Maritime Commission and/or any other government agencies for its or their approval or other appropriate actions.

14. This compromise and settlement agreement shall not be effective until approved by the Board of Commissioners of the Port Authority by formal Authority action in open public session and by the Board of Directors of Mid-Atlantic.

## II. RELEASE

In light of the foregoing mutual promises and subject to full compliance with the terms and conditions set forth above, Mid-Atlantic Shipping and Stevedoring, Inc., for itself, its successors and assigns, hereby releases and

forever discharges The City of Salem Municipal Port Authority, its officers, and employees, of and from all actions, causes of action, suits, controversies, claims, damages, and demands of every name and nature, for and by reason of any matter, things or thing connected with the berthing of the M/V BERIT at the Port of Salem in October 1986 or any of the matters in the above Complaint before the Federal Maritime Commission No. 87-3 including, but not limited to the Port Authority's referenced agreement with Horizons Shipping and Trading, Ltd., and subject to full compliance with the terms and conditions set forth above (1) does hereby acknowledge full satisfaction of all liability, claims, damages, actions, and causes of action under the Shipping Act of 1984 and the Maritime Law, general and statutory, and the Laws of New Jersey, and (2) hereby agrees to dismiss with prejudice its aforesaid Complaint No. 87-3 before the Federal Maritime Commission.

The City of Salem Municipal Port Authority hereby releases and forever discharges Mid-Atlantic from any and all compulsory or permissive counterclaims that it could have asserted in the above-captioned matter before the Federal Maritime Commission.

This settlement and release is conditioned upon full compliance with all of the terms and conditions of this settlement agreement and release.

This settlement and release contains the entire agreement between the parties hereto, and the terms of this settlement and release are contractual and not a mere recital.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this settlement agreement and release to be executed by their duly authorized representatives who have hereunto set their hand and seal, this day of August 13, 1987.

MID-ATLANTIC SHIPPING AND  
STEVEDORING, INC.

By: Gary A. LeVasseur  
Gary A. LeVasseur  
President

CITY OF SALEM MUNICIPAL  
PORT AUTHORITY

By: Headley Small  
Headley Small  
Commissioner

By: \_\_\_\_\_  
David Campbell  
Commissioner

By: \_\_\_\_\_  
Major Medley  
Commissioner

By: \_\_\_\_\_  
Jack Bagan  
Commissioner

By: \_\_\_\_\_  
Betsy Erhardt  
Commissioner

STATE OF NEW JERSEY :  
: SS  
COUNTY OF SALEM :

AFFIDAVIT

I, HEADLEY SMALL, Chairman of the Board of Commissioners of The City of Salem Municipal Port Authority, being duly sworn, do depose and state that the foregoing Settlement and Release of Claims is the result of good faith negotiations between the parties and that no rebate has been granted by or in favor of either party to achieve this settlement and release.

  
\_\_\_\_\_  
HEADLEY SMALL

SWORN TO AND SUBSCRIBED  
before me this 14<sup>th</sup> day  
of August, 1987.

  
\_\_\_\_\_  
Notary Public

F. ELAINE DICKSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 17, 1991

STATE OF NEW JERSEY :  
 : SS  
COUNTY OF SALEM :

**AFFIDAVIT**

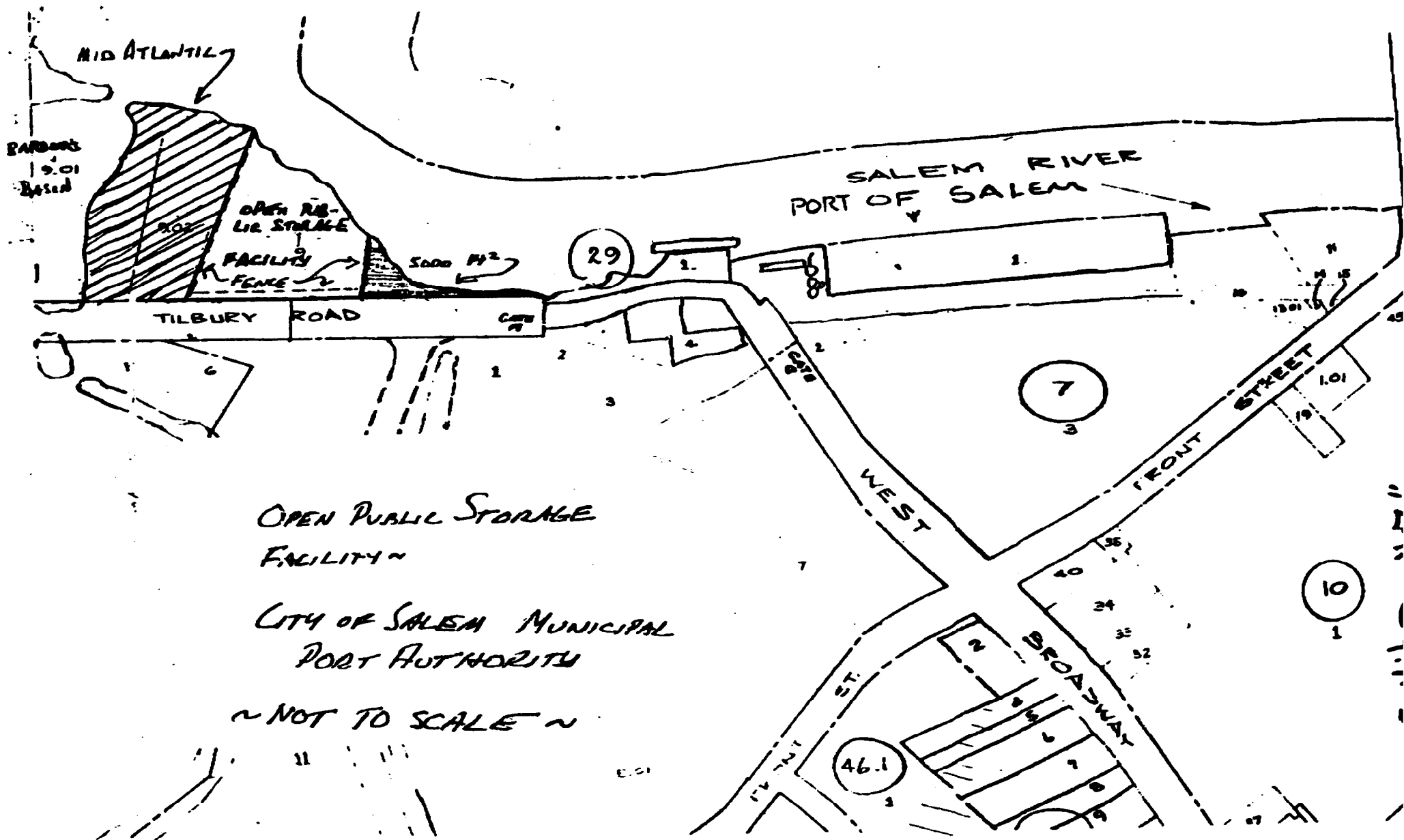
I, GARY A. LEVASSEUR, President, Mid-Atlantic Shipping and Stevedoring, Inc., being duly sworn, do depose and state that the foregoing Settlement and Release of Claims is the result of good faith negotiations between the parties and that no rebate has been granted by or in favor of either party to achieve this settlement and release.

*Gary A. Levasseur*  
GARY A. LEVASSEUR

SWORN TO AND SUBSCRIBED  
before me this 13<sup>th</sup> day  
of August, 1987.

L. Laine Dickson  
Notary Public

**F. ELAINE DICKSON**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires April 17, 1991**



SECTION 3

Rates - Operations and Services

4. Miscellaneous Rates and Charges

a. OPEN STORAGE - Paved with rock or crushed stone

Temporary Space Assignments: (per month or fraction thereof)

Up to 10,000 sq. ft.	3 1/2 cents/sq. ft./mo.
Additional 10,000 to 20,000 sq. ft.	3 cents sq. ft./mo.
Additional 20,000 to 30,000 sq. ft.	2 1/2 cents sq. ft./mo.
Additional 30,000 to 70,000 sq. ft.	2 cents sq. ft./mo.

# SECTION 1

## A. General Rules and Regulations

1. Terms of the Tariff: The use of the facilities under the jurisdiction of the Port Authority shall constitute a consent to the terms and conditions of this tariff, and evidences an agreement on the part of all vessels, their owners and agents and other users of such facilities to be governed by all rules and regulations herein contained and to all charges specified herein. The Office of the Port Director is the sole interpreter of the tariff rules and regulations. The Port is not a common carrier.
  
2. Reservations as to Port Usage
  - a. Vessels: The Port Authority reserves the right to refuse to allow any vessel the use of port terminal facilities.
  
  - b. Cargo: The Port Authority reserves the right to designate and regulate the use of all of its facilities, including the right to refuse to accept any and all cargo.
  
  - c. Persons: The Port is not a public thoroughfare and all persons entering thereon do so at their own risk. The Port Authority reserves the right to refuse admittance to its terminal facilities and to require the removal from the premises of any person for any reason whatsoever.
  
3. Application for Berth: All vessels or their owners or agents desiring a berth at the Port shall, not more than 45 days before or not later than 15 days before the day of docking, make application in writing on the Berthing Request Forms of the Port of Salem and direct same to the Harbormaster. A booking of a berth shall become effective upon Port Authority confirmation. Once a booking becomes effective, the Authority will not book another vessel into that berth during the period assigned to the booked vessel. A booked vessel that fails to notify the Authority of a cancellation of a berthing reservation prior to 15 days before its scheduled date of arrival will be assessed a penalty of \_\_\_\_\_.

Issued by Salem City Port Authority, 62 Front Street, Salem, NJ 08079  
 Adopted: \_\_\_\_\_ Correction No.: \_\_\_\_\_ Effective: \_\_\_\_\_

## SECTION 1

## A. General Rules and Regulations

3. Doing Business with the Port (continued)

- a. Application for Berth: (continued) For vessel operators or agents not having previously done business with the Port Authority, the Authority reserves the right to require a deposit equal to one-half the User Charges expected. If such a vessel cancels or fails to use her booking at the assigned berth after that booking has become effective, the deposit shall be forfeited and deemed Usage Charges.

There shall be a grace period of one day for early or late arrival. Otherwise, any priority of reservation will be lost by a change in the date of docking. Any priority or reservation may also be lost if updating is not given at 30 days, 15 days, 7 days, 48 hours and 24 hours prior to arrival.

The duration of the period during which cargo is to be discharged and/or loaded shall be reasonable for the types and quantities of cargo involved which time shall be no more than eight days. Special extensions will be granted by the Port Authority only after consultation with the subsequent near-term user or users of the Berth.

*including  
Saturdays.*

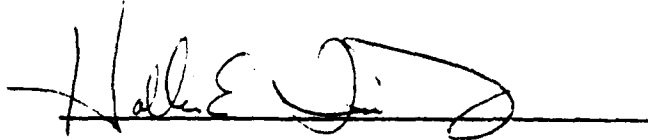
The Port Authority will use its best efforts to cause each vessel to depart its assigned berth by, or as soon as practicable after, the end of her scheduled time of departure, which efforts shall include causing the vessel and port workers to work such reasonable overtime and double shifts as may be feasible.

The Port Authority reserves the right to assign temporary berthing at less than 15 days notice but may require any vessel in berth which has not provided a minimum of 15 days notice to vacate the berth temporarily at its expense and risk so as to permit another vessel which has provided the required notice to berth in order to load or discharge its cargo.

Should any vessel fail to vacate a berth as ordered do so under the above, a detention charge of \$100.00 per hour, or fraction thereof, will be assessed against the vessel and/or its owners, charterers, and its or their agents beginning with the fourth hour after notice to vacate has been given. Beginning with the eighth hour after notice to vacate has been given, fifty percent (50%) of said detention charge thereafter incurred will be paid to the owner, charterer or agent for the vessel which is unable to use the berth.

Resolution

On August 13, 1987, a special meeting of the Board of Directors of Mid-Atlantic Shipping and Stevedoring, Inc. was held. It is hereby resolved that the settlement embodied in the document entitled " Settlement and Release of Claims " in the attached document is approved subject to approval by the City of Salem Municipal Port Authority. The Board also authorizes Gary A. LeVasseur, as President, to execute said document.

A handwritten signature in dark ink, appearing to read "Hollis Irvine, Jr.", is written over a horizontal line.

Hollis Irvine, Jr.

Secretary  
Mid-Atlantic Shipping and Stevedoring, Inc

(S E R V E D )  
( JUNE 16, 1988 )  
(FEDERAL MARITIME COMMISSION)

FEDERAL MARITIME COMMISSION

WASHINGTON, D. C.

June 16, 1988

NO. 87-3

COASTAL & OVERSEAS SHIPPING, INC. AND  
MID-ATLANTIC SHIPPING AND STEVEDORING, INC.

v.

THE CITY OF SALEM MUNICIPAL PORT AUTHORITY

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SETTLEMENT APPROVED; COMPLAINT DISMISSED

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Preliminary Facts

On March 2, 1987, the Complainants, Mid-Atlantic Shipping and Stevedoring, Inc. (Mid-Atlantic) and Coastal & Overseas Shipping, Inc. (Coastal), filed a Complaint with the Commission alleging that the Respondent, City of Salem Port Authority ("the Port"), had violated sections 10(a)(2), 10(b)(11)(12) and (14), and 10(d)(1) through (3) of the Shipping Act of 1984. In the Complaint, various facts are set forth to support an allegedly "unreasonable refusal to deal" by the Port, as well as the allegations that the Port "failed to observe or enforce just and

reasonable regulations and practice in the discharge and loading" of vessels; that the Port allowed competitors of Complainants to become privy to confidential business information of the Complainants; and that the Port "precluded Mid-Atlantic from booking ships in unreasonable and undue preferences to Horizons (a competitor)." (Parenthesis supplied.)

In addition to the above the Complaint alleges that the Port entered into an agreement with a competitor of the Complainants, which agreement was not filed with the Commission as required by section 5 of the Shipping Act, 1984. It asserts that the Complainants are entitled to reparations of \$124,000.00, with interest, and asks that the Port cease and desist from all alleged illegal activities. Further, it seeks payment of attorney's fees, and double the reparations figure under section 11(g) of the Act.

On April 8, 1987, the Respondent filed its Answer to the Complaint. In essence the Port denied any wrongdoing and also advanced the argument that the Commission did not have jurisdiction over it, since it was an "instrumentality, agent and public entity of the State of New Jersey and immune under the New Jersey Public Entities Act." The Port later filed a Motion to Dismiss. On June 11, 1987, a prehearing conference was held to deal with the Motion to Dismiss as well as certain discovery problems which had arisen. The Motion to Dismiss was denied. There were then telephone discussions between the parties and the undersigned and after some other negotiation and correspondence the parties agreed to settle the issues raised in this

proceeding. On September 24, 1987, the parties filed a Stipulation of Dismissal (with prejudice) as to the Complainant, Coastal. On August 21, 1987,<sup>1</sup> Mid-Atlantic and Salem filed a "Settlement and Release of Claims," a copy of which is attached hereto and made a part hereof. The settlement provides that the City of Salem will develop ground to be leased to the Port Authority to be used as "a marine open storage area (the "Facility"). It provides further that the Facility will be open to the general public for at least 5 years and provides access directly from Mid-Atlantic's Barber Basin Project. The settlement describes a series of steps whereby the Port will undertake to carry out the development of the Facility, and where difficulties might be encountered, it provides for the participation of Mid-Atlantic. It also allows for Mid-Atlantic's financial participation in the construction and development of the Facility.

In the settlement agreement the parties agree that all port users will have the right to equal access to the Facility (para. 7), and that the Port will revise its tariff to provide for open storage on the Facility (para. 8), and to incorporate provisions related to berthing operations, loading and unloading operations, etc. (para. 9).

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<sup>1</sup> From this date until the present the parties have attempted to revise paragraph 10 of the agreement. Since the port was a public entity a great deal of time was expended. Further, because of various considerations they have advised on June 14, 1988, that no changes will be made.

Further, the settlement provides (para. 10) that "Mid-Atlantic shall have an offset against storage fees contained in the Port's tariffs in the amount of \$40,000, provided that, whether used or not, such offset will terminate at the expiration of forty-two (42) months from the date the Facility is opened for use." Finally, the settlement provides for the parties to release each other from any further claims and counterclaims arising from the proceeding and that Mid-Atlantic "hereby agrees to dismiss with prejudice its aforesaid complaint, No. 87-3 before the Federal Maritime Commission."

#### Discussion and Conclusions

It is well established that settlement of administrative proceedings is favored by the Congress, the Courts and the administrative agencies themselves. Section 5(b)(1) of the Administrative Procedure Act, 5 U.S.C. 554(c)(1), provides:

The agency shall give all interested parties opportunity for--

- (1) The submission and consideration of facts, arguments, offers of settlement, or proposals of adjustment when time, the nature of the proceedings, and the public interest permit.

In Pennsylvania Gas & Water Co. v. Federal Power Commission, 463 F.2d 1242, 1247 (D.C. Cir. 1972), the Court, noting its

legislative history,<sup>2</sup> referred to the above provision "as being of the 'greatest importance' to the functioning of the administrative process" and stated:

The whole purpose of the informal settlement provision is to eliminate the need for often costly and lengthy formal hearings in those cases where the parties are able to reach a result of their own which the appropriate agency finds compatible with the public interest.

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<sup>2</sup> Senate Judiciary Comm., Administrative Procedure Act--Legislative History, S. Doc. No. 248, 79th Cong. 2d Sess. 203 (1945). In considering the settlement provision in S. 7, 79th Cong., 1st Sess. (1945), which ultimately became Section 554(c) of the Administrative Procedure Act (see note 5, supra), the Senate Judiciary Committee stated:

Subsection (b) [now Section 554(c) of the Administrative Procedure Act] provides that, even where formal hearing and decision procedures are available to parties, the agencies and parties are authorized to undertake the informal settlement of cases in whole or in part before undertaking the more formal hearing procedure. Even courts through pretrial proceedings dispose of much of their business in that fashion. There is much more reason to do so in the administrative process, for informal procedures constitute the vast bulk of administrative adjudication and are truly the lifeblood of the Administrative process. . . . The statutory recognition of such informal methods should both strengthen the administrative arm and serve to advise private parties that they may legitimately attempt to dispose of cases at least in part through conferences, agreements, or stipulations. It should be noted that the precise nature of informal procedures is left to development by the agencies themselves.

S. Doc. No. 248, supra, at 24.

Finally, the Commission has by rule encouraged settlement<sup>3</sup> and has often favorably looked upon them as a matter of policy.<sup>4</sup>

In light of the above discussion, as well as the entire record of the proceeding, it is held that the settlement agreement attached hereto is in the public interest and is hereby approved. In so holding, however, certain aspects of the agreement need to be discussed and clarified. In several paragraphs of the settlement agreement reference is made to the participation of the Complainant, Mid-Atlantic, in the proposed construction of the Port Facility. One might construe that participation as giving rise to a preference or privilege in violation of the Shipping Act, 1984. The parties have given assurances that such was not their intention, and the approval of the settlement is predicated on the premise that Mid-Atlantic will receive no favored treatment and that the Facility will be open to all port users with the right of equal access as

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<sup>3</sup> Rule 91 of the Commission's Rules of Practice and Procedure, 46 CFR 502.91, provides in pertinent part: "Where time, the nature of the proceeding, and the public interest permit, all interested parties shall have the opportunity for the submission and consideration of facts, argument, offers of settlement, or proposal of adjustment. . . ."

<sup>4</sup> In furtherance of this policy, the Commission has authorized settlements of administrative proceedings on the basis of a compromised reparation payment absent admissions of findings of violation of the Shipping Act. Foss Alaska Line Inc. Proposed General Rate Increase Between Seattle, Washington and Points in Western Alaska, Docket No. 79-54 (1979); Com-Co Paper Stock Corporation v. Pacific Coast-Australasian Tariff Bureau, Docket No. 71-83 (1978); Robinson Lumber Co., Inc. v. Delta Steamship Lines, Inc., Docket No. 75-22 (1978); Old Ben Coal Co. v. Sea-Land Service, Inc., Docket No. 78-13 (1978); Organic Chemicals v. Atlanttrafik Express Service, Docket Nos. 78-2, 78-3 (1979).

paragraph 7 of the agreement provides. Of course, the fees for the use of the Facility will be governed by the appropriate tariffs, applied uniformly and fairly to all users of the Facility.

Related to the above concern is the meaning of paragraph 10 of the settlement agreement which provides that Mid-Atlantic shall have an offset against storage fees that will terminate forty-two (42) months after the Facility is opened for use. Paragraph 10 is not a device to pay Mid-Atlantic \$40,000 in settlement of the issues raised by it in this proceeding. Rather, it is related to paragraph (6) of the settlement agreement where Mid-Atlantic is, in effect, advancing up to \$60,000 to the Port toward the construction of the Facility. The \$40,000 payment discussed in paragraph (10) is, according to the parties, a partial repayment of the advance. It is cast over a 42 month period as "an offset against storage fees" to insure Mid-Atlantic's use of the Facility at least to the extent of the offset. Given the above facts which establish the bona-fides of the agreement, the undersigned is of the view that paragraph 10 of the settlement agreement is not objectionable on any legal basis.<sup>5</sup>

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<sup>5</sup> See Nepera Chemical, Inc. v. Sea-Land Service, Inc., 23 SRR 1185 (1986), where the U.S. Court of Appeals for the District of Columbia remanded the case to the District Court noting that a shipper's separate negligence action against the carrier "posed no threat to the sanctity of tariffs or the efficient administration of the Act," and that "the Act could easily tolerate recognition of common law tort liability. . . ." Here, where both parties agree that the Port has an obligation to (Continued on following page.)

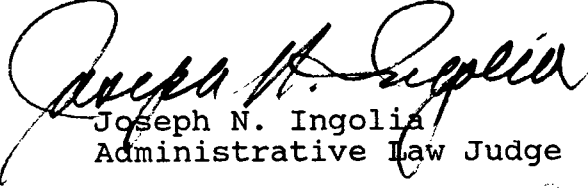
It is noted that certain portions of the settlement agreement (paragraph 4, as to the date for the filing for permits, and paragraph 14, as to the effective date of the agreement) set down certain time limitations and requirements. The parties have agreed to alter the time periods, depending on the service of the Commission's final determination in this proceeding.

Further, it should be noted that the Complainant here has raised the issue of whether or not the Port's arrangements with Complainants' competitor (Horizons) are subject to section 5 of the Shipping Act of 1984. The Complaint (Para. DD) refers to an "exclusive Indenture of Lease and Terminal Use Agreement" between the Port and Horizons and alleges that the failure to file the agreement with the Commission, in accordance with section 5, violates section 10(a)(2) of the Act. The present state of the record does not warrant a holding that the agreement is in existence and that if it is, section 10(a)(2) has been violated, and the undersigned does not believe determination of that issue should preclude the settlement proposed by the parties. However, the Commission may wish to further explore the issue so that if there is such an agreement and it is required to be filed under section 5, the Commission may order the appropriate action in a separate proceeding. Wherefore, it is,

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<sup>5</sup> (Continued from preceding page.)  
pay back monies loaned to it, the provision in the agreement recognizes that legal obligation and the fact that the satisfaction of the obligation is by way of an offset against the tariff rates does not make it illegal.

Ordered, that the terms of the settlement agreement shall be carried out by the parties within sixty (60) days of final approval of the settlement by the Commission with any interim adjustments to the time limitations which the parties agree are reasonable and necessary. Further, the proceeding is hereby discontinued with prejudice.

  
Joseph N. Ingolia  
Administrative Law Judge

(S E R V E D)  
( July 21, 1988 )  
(FEDERAL MARITIME COMMISSION)

FEDERAL MARITIME COMMISSION

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DOCKET NO. 87-3

COASTAL & OVERSEAS SHIPPING, INC. AND  
MID-ATLANTIC SHIPPING AND STEVEDORING, INC.

v.

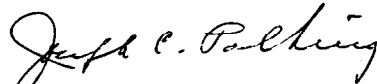
THE CITY OF SALEM MUNICIPAL PORT AUTHORITY

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NOTICE

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Notice is given that no appeal has been taken to the June 16, 1988, dismissal of the complaint in this proceeding and the time within which the Commission could determine to review has expired. No such determination has been made and accordingly, the dismissal has become administratively final.

  
Joseph C. Polking  
Secretary